

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

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RECORDATION NO. 7726-1
Filed 1428

JUN 20 1988-2 22 PM

June 16, 1988

INTERSTATE COMMERCE COMMISSION

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Date 6/20/88
Fee \$ 26.00
CC Washington, D. C.

RECORDATION NO. 7726-1
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JUN 20 1988-2 22 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 27761 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series 65

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Sixth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of May 31, 1988, creating Southern Pacific Transportation Company Equipment Trust, Series 65, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

- Equipment Trust Agreement dated as of October 15, 1974, recorded on November 22, 1974, at 2:30 PM, assigned Recordation No. 7726;

Ms. Noreta R. McGee
Page Two
June 16, 1988

First Supplement to Equipment Trust Agreement
dated as of December 7, 1979, recorded on
December 17, 1979, at 1:20 PM, assigned Recordation
No. 7726-A;

Second Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on June 19, 1984,
at 3:10 PM, assigned Recordation No. 7726-B;

Third Supplement to Equipment Trust Agreement
dated as of May 15, 1985, recorded on June 6,
1985, at 12:55 PM, assigned Recordation No. 7726-C;

Fourth Supplement to Equipment Trust Agreement
dated as of March 31, 1986, recorded on April
29, 1986, at 9:55 AM, assigned Recordation No.
7726-D;

Assignment and Transfer of Certain Road Equipment
dated as of March 31, 1986, recorded on April 29,
1986, at 9:55 AM, assigned Recordation No. 7726-E;

Fifth Supplement to Equipment Trust Agreement
dated as of June 1, 1987, recorded on July 21,
1987, at 1:30 PM, assigned Recordation No. 7726-F;
and

Assignment and Transfer of Certain Road Equipment
dated as of June 1, 1987, recorded on July 21,
1987, at 1:30 PM, assigned Recordation No. 7726-G.

In connection with the recording of the Sixth Supplement
and Assignment and Transfer, each dated as of May 31, 1988, to the
Equipment Trust Agreement dated as of October 15, 1974, the
following information is set forth in accordance with the
provisions of Section 57.4 of the Commission's Order of July 28,
1952, as amended:

Ms. Noreta R. McGee
Page Three
June 16, 1988

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Sixth Supplement:

<u>Number of Units</u>	<u>Description</u>
2	100-ton Hopper Cars; Greenville Steel Car Company, builder; lettered SP and numbered 465111 and 465112.

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	100-ton Hopper Car; Greenville Steel Car Company, builder; lettered SP and numbered 465585.

When the recording of the Sixth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts

Ms. Noreta R. McGee
Page Four
June 16, 1988

thereof which are presented to you and return four (4) of the same to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louis P. Warchot".

Louis P. Warchot
General Attorney

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

RECORDATION NO. 77266 FILED 1988

JUN 20 1988-2 PM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES 65

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of May 31, 1988

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the thirty-first day of May, 1988, by FIRST
PENNSYLVANIA BANK, N.A., a corporation duly organized and
existing under the laws of the Commonwealth of Pennsylvania,
Trustee under the Equipment Trust Agreement hereinafter
mentioned (hereinafter called the "Trustee"), to SOUTHERN
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized
and existing under the laws of the State of Delaware (herein-
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing
date as of October 15, 1974, by and between the Trustee and
the Company (hereinafter called the "Equipment Trust
Agreement"), there was constituted the "Southern Pacific
Transportation Company Equipment Trust, Series 65," pursuant
to which Trustee leased certain railroad equipment to the
Company, upon the terms and conditions therein set forth; and

WHEREAS, a certain hopper car comprising said Trust
Equipment (hereinafter called "Unsuitable Equipment") has
become unsuitable for use by the Company, and in accordance
with the provisions of said Equipment Trust and in
anticipation and consideration of the release of such
Unsuitable Equipment, the Company has assigned and transferred
to the Trustee other standard-gauge railroad equipment
(hereinafter called the "Replacement Equipment"), other than
work equipment, as specifically described in the Sixth
Supplement to Equipment Trust dated as of May 31, 1988,
("Sixth Supplement"):

Number of
Units

Description

1

100-ton Hopper Car; Greeville Steel Car Company, builder; lettered SP and numbered 465585.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Sixth Supplement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and infeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint GEORGE J. RAYZIS to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

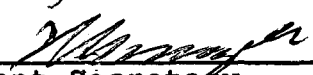
IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 13th day of June, 1988.

FIRST PENNSYLVANIA BANK, N.A.

By 
Corporate Trust Officer

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 13th day of June, 1988, before me personally appeared GEORGE J. RAYZIS, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCort
Notary Public

My commission expires:

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990